

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF TEXAS

SAN ANTONIO DIVISION

**FUNDAMENTAL SPORTS
MANAGEMENT, LLC, ET AL
Plaintiff,**

V.

**MAYAR ZOKAEI
Defendants.**

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SA-20-CA-774-FB

MAYAR ZOKAEI ANSWER TO PLAINTIFFS' COMPLAINT (DOC 1)

TO THE HONORABLE JUDGE OF SAID COURT:

Mayar Zokaei, files this answer to Plaintiffs' (Fundamental Sports Management, LLC, Rahul Patel, Grant Gaines, ROE-BRG Investments, LLC and Nicholas Lahood) complaint (Document 1) and admits, denies or quantifies each corresponding paragraph. This answer is done subject to and without waiving Mayar Zokaei's suit for damages that has been consolidated into this action by order of this court and was filed in Texas State Court on June 29, 2020 and thereafter removed by Plaintiffs in Federal Cause number **SA-20-CA-775**:

ANSWER

1. Zokaei does not have sufficient information to admit or deny the allegations in Plaintiffs' Complaint paragraph 1.
2. Zokaei does not have sufficient information to admit or deny the allegations in Plaintiffs' Complaint paragraph 2.

3. Zokaei does not have sufficient information to admit or deny the allegations in Plaintiffs' Complaint paragraph 3.
4. Zokaei does not have sufficient information to admit or deny the allegations in Plaintiffs' Complaint paragraph 4.
5. Zokaei does not have sufficient information to admit or deny the allegations in Plaintiffs' Complaint paragraph 5.
6. Zokaei admits the allegations in Plaintiffs' Complaint paragraph 6.
7. Zokaei admits the allegations in Plaintiffs' Complaint paragraph 7.
8. Zokaei admits the allegations in Plaintiffs' Complaint paragraph 8.
9. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 9. Specifically, that he made false representations and failed to disclose material information.
10. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 10. Specifically, that he made false representations and failed to disclose material information.
11. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 11. Specifically, that he made false representations and failed to disclose material information.
12. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 12. Specifically, that he made false representations and failed to disclose material information. He does admit the authenticity of Exhibit A reference in the Plaintiffs' Complaint.
13. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 13. Specifically, that he made false representations and failed to disclose material information.
14. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 14. Specifically, that he made false representations and failed to disclose material information. He does not agree that he assented to Exhibit B referenced in Plaintiffs' Complaint or the allegations made in

paragraph 14 regarding the Exhibit B. He does admit the authenticity of Exhibit C reference in the Plaintiffs' Complaint.

15. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 15.

16. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 16. Specifically, that he made false representations and failed to disclose material information.

17. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 17. Specifically, that he made false representations and failed to disclose material information. He does admit the authenticity of Exhibit D reference in the Plaintiffs' Complaint.

18. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 18.

19. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 19.

20. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 20.

21. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 21.

22. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 22.

23. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 23.

24. Zokaei does not have sufficient information to admit or deny the allegations in Plaintiffs' Complaint paragraph 24.

25. Zokaei admits the allegations in Plaintiffs' Complaint paragraph 25.

26. Zokaei denies the allegations in Plaintiffs' Complaint paragraph 26.

27. Plaintiffs' paragraph 27 repeats previous allegations, therefore, Zokaei denies the allegations in Plaintiffs' Complaint paragraph 27.

28. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in Paragraph 28.

29. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in
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Paragraph 29.

30. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 30.

31. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 31.

32. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 32, specifically that FSM fits the statutory definition of consumer under Tex. Bus. & Com. Code 17.

33. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 33.

34. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 34.

35. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 35.

36. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 36.

37. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 37.

38. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 38.

39. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 39.

40. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 40.

41. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 41.

42. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 42.

43. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 43.

44. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 44.

45. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 45.

46. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 46.

47. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 47.

48. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 48.

49. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 49.

50. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 50

51. Zokaei admits the allegations in Paragraph 51.

52. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in

Paragraph 52.

53. Zokaei denies the allegations and that Plaintiffs are entitled to the relief requested in Paragraph 53.

54. Zokaei admits that Plaintiffs have demanded trial by jury in Paragraph 54.

SPECIFIC PLEA AS TO PLAINTIFFS REQUEST FOR ATTORNEY FEES

55. Zokaei pleads that Plaintiffs are not entitled to attorney fees unless they comply with the requirements of the statutory requirements under the Texas Uniform Trade Secrets Act, Computer Fraud and Abuse Act, and Texas Deceptive Trade Practices Act. Namely these statutes and common law of Texas only allows the prevailing party to recover fees with proper proof.

AFFIRMATIVE DEFENSES

56. Zokaei affirmatively pleads that there is a lack of privity between the individual Plaintiffs and himself to render him liability for any alleged breach of contract.

57. Zokaei pleads that Plaintiffs' complaint is in frivolous under common law and in violation of Tex. Civ. Prac. & Rem. Code Section 10.001 et seq.

58. Zokaei also pleads the common law defense of privilege to any alleged cause of action for contractual or tortious interference.

59. Zokaie also asserts the Limited Liability Corporations are not entitled recover attorney fees against him under Tex. Civ. Prac. & Rem Code Section 38 et seq.

Mayar Zokaei prays that this court and jury deny Plaintiffs request for recovery, that he be granted judgment in his favor for all causes of actions asserted herein, attorney fees, court costs and for any other relief to which he may be entitled.

Respectfully submitted,

HIGDON LAWYERS

/s/ Paul A. Higdon

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ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

This Pleading was sent to all counsel of record by efile on September 18, 2020.

/s/Paul Higdon